

Pomona Lake, Kansas
LAND USE REQUIREMENTS
SECTION A
GENERAL REQUIREMENTS

1. General

a. The Government, in striving to manage and protect environmental features on project lands has developed the following Land Use Requirements. These requirements incorporate concepts of good land management and wildlife protection to promote sustained benefits to users of project lands. Inapplicable provisions by virtue of the granting clause of the lease are hereby deleted.

b. The lessee agrees to furnish all equipment and labor and to conduct all farming operations in accordance with the lease, recognized principles of good husbandry, and the land use practices set forth herein. All operations shall be accomplished in a timely manner without further notice and at no expense to the Government unless otherwise provided.

c. The lessee agrees to conduct all farming operations in accordance with the land use practices set forth herein and in accordance with the crop rotation plan attached hereto and made a part hereof; provided, however, that the crop rotation plan may be modified by the District Engineer upon application of the lessee, in the event of crop failure, or other unusual circumstances warranting such modification. Approval of requested modifications will be dependent on the requirements of the project and the Food Security Act of 1985.

d. These Land Use Requirements (Exhibit "A") may consist of three sections:

Section A. General Requirements, which apply to all lake projects in the Kansas City District, Corps of Engineers.

Section B. Special Project Requirements, which allow the flexibility required for each project to develop specific programs to maximize project land use benefits.

Section C. Special Lease Unit Requirements, which itemize conditions and work requirements for specific lease units which may vary from other lease units within the same projects.

2. Access

a. Access to the lease units may not be available through Government-owned property. It shall be the lessee's responsibility to secure access to the leased property.

b. Access will not be denied to lessees of adjoining leaseholds. Access will be by the most advantageous route. Any conflict will be resolved by the Operations Manager.

c. Prior to initial right-of-entry being granted to the leased property, the lessee will present, in person, his award notice to the Operations Manager so that the lessee's management plan and the conditions of leasing may be mutually discussed.

3. Soil Test and Liming

a. During the first year of the lease, the lessee will have a soil test performed on all crop and hay fields at his expense. A copy will be provided to the Operations Manager or his representative. Flood prone lands as designated by the Operations Manager are not subject to this provision.

b. With prior written approval of the Operations Manager, the lessee may furnish and apply all lime required to build and maintain the soil to levels specified by the soil test. The Operations Manager or his representative will be notified at least 24 hours prior to the application of lime so that inspection of the work may be scheduled. Weight receipts for lime will be provided the Government immediately after application has been completed. **One-hundred (100%) percent of the cost of liming may receive rental abatement according to procedures in paragraph 17 below. A copy of the written approval from the Operations Manager must be submitted with documentation required in paragraph 17 for rental abatement.**

4. Control of Noxious Weeds and Other Undesirable Vegetation

a. An active and effective weed control program must be conducted on the entire leased area at the lessee's expense. The lessee will be permitted to remove undesirable vegetation from hay production areas, but shall not bulldoze fence rows, clear any timber areas, or destroy any desirable tree species without prior written approval from the Operations Manager.

b. **If weeds listed as noxious under the State Noxious Weed Law are present, the lessee shall prevent the spread of the noxious weeds, eliminate them from the leasehold, and prevent their reinfestation. Spray frequency and optimum dates will be those recommended by the local noxious weed specialist. Chemical treatment of noxious weeds must be approved in writing by the Operations Manager and accomplished as recommended by the local noxious weed specialist.** In the interest of restoration and/or improvement of the land through chemical treatment of noxious weeds, the lessee may receive rental abatement for all or a portion of the cost of chemical, carrier and application used for the treatment. The rental abatement shall not exceed 100 percent of the cost of the chemical, carrier and application, as may be approved by the Operations Manager, based on local market prices. To receive rental abatement under this provision, the lessee must do the following:

c. Prior to application of any chemical, the lessee will contact the Operations Manager. The lessee, accompanied by the Operations Manager or his representative, will inspect the area. If chemical treatment is needed, the lessee and project representative will discuss the chemicals to be used, the rate, and method of application. Prior to the day of application of the chemicals, the lessee will contact the Operations Manager who will have the option of being present when the chemical is mixed and applied. **After the work is completed, the lessee may request rental abatement in accordance with paragraph 17 below. A copy of the written approval from the Operations Manager must be submitted with documentation required in paragraph 17.**

d. Should the lessee fail to take appropriate action, after notification by the Operations Manager of a noxious weed problem, then appropriate control measures will be initiated by the Government. The lessee will then be assessed a charge (actual expense to the Government) for all labor, equipment, and materials used in the weed control operation, and/or at the option of the Government, the lease may be revoked.

e. Herbicides, insecticides, or other agricultural chemicals will be used only when there are no other practical alternative methods. Chemicals must be used in strict accordance with the manufacturer's label. The application of restricted use pesticides requires the written permission of the Operations Manager prior to their use. The lessee will report all chemical usage by October 15 of each year on the report form furnished. Failure to report use of agricultural chemicals may result in revocation of the lease. All chemical containers must be removed from Government property for disposal.

5. Public Use and Public Health The leasehold shall be managed for agricultural and wildlife management purposes in a manner which is generally consistent with current and future public use and enjoyment, and which will preserve and enhance the scenic, scientific, aesthetic, historical, biological, and archeological resources. The lessee will not discharge or apply any substance to the leasehold or operate it in any manner which would cause pollution to the ground water, surface water or air to the extent that it would be prejudicial to the health of human, animal, plant or aquatic life.

a. Should the lessee have knowledge of or discover any archeological site and/or artifact of any nature whatsoever on the leasehold, the lessee shall not destroy, remove, or otherwise disturb them and shall promptly notify the Operations Manager or District Engineer, Kansas City District, of their location.

b. The construction of pit or trench silos and cutting or storage of silage on the leasehold is prohibited.

c. All seed and fertilizer bags, etc., will be removed from Government property for disposal.

d. In addition to complying with all applicable Federal, State, County, and Municipal laws, ordinances, and regulations, the lessee shall immediately dispose of dead stock, eliminate any unsanitary conditions, control rodent pests, and prevent the spread of disease.

6. Grass/Legume Seeding

a. Grasslands: Areas with stands of desirable grass or legumes will not be plowed or destroyed. Minimum tillage methods will be permitted where necessary for the purpose of reseeded. On leaseholds where the use is limited to hay or hay seed production, the use of annual forage varieties requiring seasonal tillage is not permitted. Conversion of introduced cool season grasses to native warm season grasses is encouraged. **Only water tolerant varieties will be considered for flood prone areas. It is desirable that marginal cropland and flood killed grasslands be restored to cover.**

b. Grass Seeding: With prior written approval from the Operations Manager, the lessee may seed or reseed certain areas. The written approval must be signed by the Operations Manager and agreed to by the lessee, and shall contain a statement that the need for seeding and the variety of seed are recommended by SCS or the local extension office and shall also contain information as to variety of seed, rate of application, and number and location of acres to be seeded. This written approval must be submitted with the request for rental abatement as set out in paragraph 17.

7. Tillage Restrictions Tillage of croplands is not permitted within 150 feet of the multipurpose pool contour (**contact the Operations Manager for elevation and location**). Contour farming must be utilized to prevent soil and crop losses. No-till and minimum tillage methods are encouraged. Fall tillage is permitted only for the planting of winter wheat.

8. Crop Residue Management

a. In the interest of soil fertility and protection from wind and water erosion, the lessee shall not remove crop residues. Such residues shall be left on the land and incorporated into the soil. Small grain, soybean, corn, grain sorghum, and forage crop residues will not be incorporated into the soil before March 1 of the following year. Crops may generally be grown for seed or grain production only. Cutting of crops for silage is prohibited except when forage crops are part of an approved rotation plan.

b. The grazing of cattle on areas used for crop production is prohibited.

9. Hay and Hay Seed Production Hay production shall be conducted so as not to endanger the vegetative stand nor seriously deplete the carbohydrate root reserve, soil nutrients or organic matter.

a. A 25-foot wildlife cover strip of unmowed hay will be left on the entire perimeter of all native hay meadows with an area greater than 3 acres, each year of the lease. If woody plant invasion becomes a problem in these strips, the lessee will be required to cut and remove the

vegetation upon the request of the Operations Manager.

b. Hay will not be stacked or stored on the leasehold. All cut and/or windrowed grass will be promptly baled and all bales (including broken bales) will be removed from Government property within 10 days after baling. All equipment must be removed from the leasehold immediately after baling.

c. Grasses and legumes may be grown and/or harvested for seed production. Cool season grasses and legumes cut for seed must be hayed during the cutting season set forth in Section B of these requirements.

d. Cutting dates, frequency, and other limitations for warm season and cool season grasses are stated in Section B of these requirements.

e. The grazing of cattle on lands designated for hay production is prohibited.

10. Changes in Crop Schedules and Haying Dates The Operations Manager may approve changes in crop schedules and haying dates to adjust for conditions beyond the lessee's control such as flooding, drought, etc. Approval of requested changes will be dependent upon requirements of the project and the Food Security Act of 1985. Upon approval, such changes should be documented and placed in lessee's file at project office. Any changes substantially increasing the value of the lease must receive prior approval by means of a supplemental agreement to the lease.

11. Burning Upon request of the lessee, the Operations Manager may, under justifiable conditions, approve burning for sound agricultural or wildlife management practices and for drift and crop residue clearing operations where no practical alternative exists. Burning operations must be in a manner which will not adversely affect wildlife food and cover and other environmental considerations and in accordance with applicable laws or ordinances. All necessary permits must be obtained in advance. The Operations Manager may also request the lessee to cooperate in burning programs for improved agricultural or wildlife management practices. In either case, the Operations Manager and the lessee will agree to the manner and time of burning, and the Operations Manager will confirm the agreement, in advance, by a letter to the lessee. The lessee will notify the Operations Manager and the appropriate local authorities just prior to actual commencement of burning operations. Should the Operations Manager determine that a burn of grassland is needed during the spring of the year (normally in April), the Operations Manager may authorize burning of the grassland by project personnel. The lessee will be responsible for any or all damages that are incurred by any and all parties as a result of any burning performed by the lessee.

12. Grazing Not included

13. Restoration of Fences - Government-Owned In addition to any other fence requirements stated herein, the lessee may be required to restore Government-owned fences. **This is normally considered to be more than routine fence maintenance or repair and may qualify for rental**

abatement if written approval for the fencing is obtained from the Operations Manager prior to starting. The written approval must be signed by the Operations Manager and agreed to by the lessee and shall include the number of rods of fence and the location indicated on a map along with the number and location of gates, if any are required. The dollar amount of reimbursement per rod for rental abatement purposes is to be included on the written approval. The reimbursement per rod is to be consistent with the local prevailing prices. All Government-owned fence restoration will be done according to the specifications shown on Exhibit "C" attached. Completed fence restoration must be to the satisfaction of the Operations Manager in order to qualify for rental abatement when allowed. The written approval must be submitted with the request for rental abatement as set forth in paragraph 17 of these Land Use Requirements. The amount of rental abatement cannot exceed the total cash rental consideration for the lease.

14. Restoration of Gates - Government Property Line Fences Only

When the Operations Manager has determined that a gate on the Government property line is in need of repair and/or restoration, the lessee will restore said gate to a new-like condition utilizing new material. Gates should conform to a design as shown on Exhibit "C" attached. Restoration of gates may qualify for rental abatement if written approval for the restoration of the gate(s) is obtained from the Operations Manager prior to starting. The written approval must be signed by the Operations Manager and agreed to by the lessee and shall include the number of gates and their location on a map. The dollar amount per gate for rental abatement purposes is to be included on the written approval. The reimbursement per gate is to be consistent with local prevailing prices for gates. Completed gate repairs or installation(s) must be to the satisfaction of the Operations Manager in order to qualify for rental abatement when allowed. The written approval must be submitted with the request for rental abatement as set forth in paragraph 17, Section A, Land Use Requirements. The amount of rental abatement can not exceed the total cash rental consideration for the lease.

15. Restoration of Field Accesses When the Operations Manager has determined that access to a leased area has deteriorated to a point it hinders the lessee from entering the leasehold, the lessee may be required to restore that portion of the access within the leased area. Rental abatement may be available if written approval is obtained from the Operations Manager prior to starting. The written approval must be signed by the Operations Manager and agreed to by the lessee and shall include the location of the access indicated on a map, details as to what restoration is to be done and the materials required. The written approval must be submitted with the request for rental abatement in accordance with paragraph 17 below. The amount of rental abatement cannot exceed the total cash rental consideration for the lease.

16. Additional Maintenance, Repair, Protection and Restoration

When it is determined to be in the interest of the Government to carry out additional

work requirements including, but not limited to, soil and water conservation, fertilizer applications, and wildlife habitat improvements, the lessee may be reimbursed for a portion of the costs by abatement of rental due or to become due to the Government as provided in the lease. Prior to proceeding with the work, any such agreement will be reduced to writing in the form of a supplemental agreement to the lease, unless otherwise provided for in these requirements. Detailed cost estimates for the work to be performed must be included in the supplemental agreement. **Generally the lessee will furnish labor, equipment and materials and will be reimbursed through rental abatement for cost approved by the Operations Manager as stated in paragraph 17 below. Total reimbursement under this or any other provision or condition of the lease shall not exceed the cash rental.**

17. Procedures to Insure Credit of Rental Abatement for Work Performed

a. The lessee shall perform the applicable work requirements in accordance with the provisions and schedules set forth, and when completed, the lessee shall submit a request to the Operations Manager for the rental abatement due under said provisions. The request shall include a statement prepared and signed by the lessee of the work performed, including an itemized list of the materials used and incorporated. The request shall be accompanied by a set of original invoices, which have been marked "paid" and signed by the vendor, to cover all materials and services. **The request must also include a copy of the written approval signed by the Operations Manager authorizing the work performed.** All discrepancies between the invoices and the itemized list, such as minor non-returnable materials, left over and returned items must be explained.

b. The request for rental abatement along with the receipted original invoices must be submitted within 30 days after completion of the work to facilitate inspection by project personnel. Requests for rental abatement submitted to the Operations Manager more than 30 days after the completion of the work must be accompanied by a statement explaining the delay. The Operations Manager must sign the statement attesting to the validity of the delay. If such a statement does not accompany the late request for rental abatement, it will be returned unprocessed. The Operations Manager or his representative will verify that the work is satisfactory and then forward the request to the Real Estate Division recommending that rental abatement be allowed.

c. Rental abatement will be given in the form of credit to rentals due or to become due, and the total credit extended under this or any other provision shall never exceed the cash consideration.

18. Special Land Management Practices In accordance with the project's Operation Management Plan, additional soil and water conservation and wildlife habitat practices may be implemented on the leasehold by the Government. Subject to Condition 19 of the lease and paragraph 17 of these

requirements, the lessee agrees to cooperate in the above-stated practices. The Operations Manager will work closely with the lessee and make the lessee aware of any anticipated management activities that may be implemented by the Government.

19. Land Use Requirements Violations In the event the lessee violates one or more of the Land Use Requirements contained herein the lessee will pay the Government upon demand \$100 administrative costs plus actual cost, in satisfaction of liquidated damages, an amount to be documented by the said officer and a bill for same will be presented to the lessee.

20. Highly Erodible Land Conservation and Wetland Conservation Programs The Food Security Act of 1985, Title XII, provides for highly erodible land conservation and wetland conservation. After January 1, 1990, all highly erodible land must have an approved conservation plan. An approved conservation plan for highly erodible cropland, if applicable, will be furnished to the lessee for correction of any existing erosion problems. However, in the event the ASCS, SCS and/or Conservation District make revisions in the approved conservation plan, the government will not be held liable for said revisions nor the implementation of said revisions or for any damages suffered by the lessee therefrom. Any required conservation practice may be subject to rental abatement in accordance with procedures in paragraph 17, above, of these requirements.

SECTION B SPECIAL PROJECT REQUIREMENTS

21. WILDLIFE FOOD STRIPS: In order to maintain a desirable environmental balance and provide a high energy supplemental food supply for wildlife, the lessee will be required to leave five (5%) percent of the beneficial-use acreage in standing crop each year. Any changes to the required crop rotation may be made only, under written authorization from the Operations Manager.

a. It is agreed to and understood by both parties that the above referred to standing crops are the property of the Government from the date of planting until the first day of March after crop maturity. At this time (1 March), the lessee may harvest the standing crop providing the lease has not been terminated for any cause whatsoever. During the final year of the lease, the standing crop will remain un-harvested. The lessee further agrees, at the lessee's expense, to till, seed, fertilize, and cultivate the crops in a manner, that is a locally accepted practice and satisfactory to the Operations Manager.

b. The lessee shall contact the project office and make an appointment with a project representative to determine where the standing crop will be located. These appointments can be made between 15 July and 30 September for any weekday 8 a.m. to 3 p.m.

22. RENTAL ABATEMENT FOR SEEDING PERENNIAL GRASSES: Rental abatement is available for seeding perennial grasses on former crop or hay fields adjacent to the lake as provided

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in paragraphs 8, 16 and 17 of Section A, General Requirements. The request for seeding will be reduced to writing in the form of a supplemental agreement in accordance with paragraph 16 of Section A, General Requirements. On tracts adjacent to the lakeshore, a special grass mixture will be utilized in a belt of land located parallel with and as close as practical to the multipurpose pool contour (elevation 974' m.s.l.). The belt shall not be less than 150 feet in width. The grass mixture shall contain not less than five pounds of pure live seed of an acceptable mixture of Garrison Creeping Foxtail, Kanlow Switch grass and/or Tall Wheatgrass, adjusted accordingly as to seeds per pound and recommended PLS/acres.

23. **REQUIRED CROP ROTATION:** In the interest of natural resource management, soil and water conservation, and sound farm management practices, a crop rotation program must be followed.

Standard Crop Rotation:

2006 - Soybeans

2007 - Corn or Milo

2008 - Soybeans

2009 - Corn or Milo

2010 – Corn or Milo

24. **HAY AND HAYSEED PRODUCTION:**

a. **NATIVE WARM SEASON GRASSES:** Cutting of native grasses will not commence prior to 1 July nor continue past 31 July. Warm season grasses are limited to one (1) cutting per year and the minimum cutting height is six (6) inches.

b. **ALFALFA AND LEGUMES:** The lessee will be allowed to hay alfalfa and other legumes within the two time frames as shown below:

Early: 1 - 15 May (See condition * below)

Late: 1 July - 15 September

THERE WILL BE (NO) ALFALFA MOWED DURING THE PERIOD 16 MAY TO 30 JUNE FOR THE PROTECTION OF GROUND NESTING BIRDS.

*Early Cutting: If any cutting is desired, the lessee may only take one-half the hay. The lessee is to hay in 100-foot wide strips, alternately leaving strips un-mowed the same width over the entire field.

c. **COOL SEASON GRASSES** (Fescue, Brome, Timothy, etc.): The lessee will be allowed to hay these grasses during the period 15 June to 31 July. Only one cutting will be allowed per year.

NOTE: Reference must be made to paragraph 10, Section A, General Requirements.

Notice No. DACW41-1-09-B-RE-0062

25. **EXISTING WILDLIFE PLANTINGS:** Care is to be exercised by the lessee to insure that existing wildlife plantings are not damaged by farming operations.

26. **PESTICIDES CONTAINING ATRAZINE BANNED:** Due to the presence of atrazine pesticide residue in the waters of Pomona Lake, no pesticides containing atrazine will be permitted on federal lands.

27. **LEASE UNIT 112/114/118/123** – Prompt Removal of Hay Bales—Portions of this lease are located along the Pomona Dam, North Shore Marina and busy recreation areas. To prevent fire loss and to maintain the optimum growing conditions we would like all hay bales removed within seven days. Haying should also be accomplished and completed to avoid creating tire ruts.